

(1) Number of pages 16

(2) Date of repair _____

(3) Initials of the Referencer _____

MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

G.O. No.	1429	Press
		Mis.
<i>638-39</i>		
Dated	5 5	18 77

Not to be folded or roughly handled

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*Proceedings of the Madras Government, Public Works Department,
25th May 1871.*

No. 438. Read the following letter from the Acting Consulting Engineer for Railways, to the Secretary to Government, Public Works Department, dated Madras, 9th May 1871, No. 201 :—

Letter from Agent, Madras Railway, No. 1,093,
dated 23rd March 1871.
Do. from Postmaster General, No. 7,878-4,632,
dated 27th March 1871.

At the request of the Postmaster General I have the honour to submit the enclosed correspondence for the consideration and orders of Government.

Colonel Pears is desirous to know whether in the event of an interruption in railway communication, either owing to an accident or to the non-completion of a bridge, the mails are to be carried across the river at the cost and responsibility of the Railway Company or of the Postal Department.

The Agent of the Madras Railway quotes Clause 20 of the Contract, and argues that the responsibility of the Company is confined to the conveyance of the mails by railway only, and that the Company does not therefore accept the responsibility of carrying the mails across the Cheyaur, or any other river when railway communication is destroyed; but Mr. Elwin adds that the Company will, at all such times, afford the Postal Department all the assistance in their power. Colonel Pears, on the other hand, points out that the Government of India have

already decided in their Proceedings dated 6th July 1866,* that in the case of a mail train meeting with an accident it will be the duty of the Company to use all reasonable means for carrying on the mails, just as for conveying passengers and goods.

2. I myself agree in opinion with the Postmaster General that a wider meaning is to be given to the responsibility of the Railway Company than that instanced by the Government of India in paragraph 16, namely, a mail train meeting with an accident. I would consider also that the Railway Company is responsible for the transit through of the mails, so that in the case of an interruption on the line, which is a railway contingency, it is the duty of the Company to use all reasonable means for carrying on the mails. Likewise, as the Railway Company is responsible for the transit *through*, the reasonable means for carrying on the mails will be the transfer of the mails across the interrupted portion of the line.

Trains at present run through the beds of the Cheyaur and Huggry rivers; it is hoped that communication may be kept up at the former, by temporarily bridging the gap between the piers and the island abutment; but the Huggry river will probably be in flood within a month's time, and boats must then be resorted to for the conveyance of passengers and mails, as the bridge will not be finished.

From the Postmaster General, to the Consulting Engineer for Railways, dated Madras, 27th March 1871, No. 7,878-4,632.

UNDER instructions from the Director General of the Post Office I have the honour to submit the following question for the decision of the Madras Government.

2. The Madras Railway being open for traffic between Madras and Raichore and between Ghooty and Bellary, in the event of the passage of trains over the Cheyaur and the Huggry rivers

*Proceedings of the Madras Government, Public Works Department,
25th May 1871.*

respectively being interrupted, and other means being used for the transport of passengers or goods, are the mails to be carried across those rivers at the charge and responsibility of the Railway Company or of the Postal Department?

3. From the letter from the Agent and Manager, of which I annex a copy, it will be seen that he declines on the part of the Company to undertake this duty, but the grounds on which he declines it appear to me untenable.

4. I think that, according to the ruling of the Government of India in their order in the Public Works Department, dated 6th July 1866, under the head "Responsibility for the mails in transit," the duty in question clearly belongs to the Railway Company. It is there ruled that "the Railway Companies will be responsible for the transit through of the mails," and the case of "a train meeting with an accident" is given as an illustration of the rule; but it is impossible to suppose that this was the only case to which the rule was to apply, and if not, it appears very properly applicable to the case which is the subject of this letter, namely, the interruption caused by an unbridged river.

From the Agent and Manager of the Madras Railway Company, to the Postmaster General, dated Madras, 23rd March 1871, No. 1,093.

I HAVE the honour to inform you, in reply to your letter No. 7,719-4,632, of the 22nd instant, that this Company does not accept the responsibility of carrying the mails across the Cheyaur or any other river when the railway communication is destroyed.

2. A reference to Clause 20 of the Contract between the Honourable East India Company and this Company will, I think, satisfy you that we cannot be expected to accept such responsibility.

3. That clause runs as follows:—

"That the said Company will at all times during the said determinable term convey on the said Railway the Government mails and post-bags and the guards and other servants of the Post Office in charge thereof free of charge, etc."

4. This clause in unmistakable language defines our responsibility as being confined to conveyance by Railway, but as I have previously assured you we shall be prepared at all times to afford to your department all the assistance in our power in case of any untoward accident by which the Railway communication may be destroyed.

No. 439.

ORDER THEREON, 25th May 1871, No. 1,429.

RAILWAY, No. 63.

For the reasons explained by the Consulting Engineer the Government consider that when Railway communication across a river is interrupted on a line which has once been opened and bridged and worked for through traffic the mails should be conveyed on the responsibility and at the cost of the Company.

(True Extract.)

(Signed): J. CARPENDALE, Colonel, R.E.,

Secretary to Government.

To the Acting Consulting Engineer for Railways.
.. Public Department.

Exd. S. T. Augustin.

No 1093.

Madras Railway Company
Agent's Manager's Office
Madras 23rd March 1871.

From
R. B. Elwin Esq.
Agent's Manager
Madras Railway Company

To
Colonel A. C. Pears.
Postmaster General
Madras

Sir,
I have the honor to inform you in reply to your letter No. 7719-4632 of the 22nd instant, that this Company does not accept the responsibility of carrying the mails across the Cheyaur or any other river when the railway communication is destroyed.

A reference to clause 20 of the Contract between the Honourable East India Company and this Company will, I think, satisfy you that we cannot be expected to accept such responsibility.

That clause runs as follows:-
"That the said Company will
at all times during the said
determinable term convey in
the said Railway the Go-
vernment mails and postboys
and the guards and other
servants of the Post Office in
charge thereof free of charge &c."

This clause in unmistakable
language defines our responsibility
as being confined to conveyance
by railway, but as I have
previously assured you we
shall be prepared at all
times to afford to your Depart-
ment all the assistance in our
power in case of any untoward
accident by which the railway
communication may be destroyed.

(True copy)
Postmaster General
J. B. Elwin
Agent Manager

11/11/2126/1

No. 7878/4132

Postmaster General's Office,
MADRAS, 27 March 1871.

To
The Consulting Engineer
for Railways, Madras.
Sir,

Under instructions from the
Director General of the Post Office, I have
the honor to submit the following question
for the decision of the Madras Government.

The Madras Railway being open
for traffic between Madras & Raichore and
between Gooly & Bellary; in the event of the
passage of Trains over the Cheyar & the
Huggly Rivers respectively being interrupted,
and other means being used for the
transport of Passengers or Goods, are the
Mails to be carried across those Rivers
at the charge & responsibility of the Railways
Company

Company or of the Postal Department?

From the letter from the Agent and Manager, of which I annex a copy, it will be seen that he declines on the part of the Company, to undertake this duty, but the grounds on which he declines it, appear to me untenable.

I think that, according to the Ruling of the Government of India in their Order in the Public Works Department, dated 6th July 1866, under the Head "Responsibility for the Mails in transit," the duty in question clearly belongs to the Railway Company. It is there ruled that "the Railway Companies will be responsible for the transit through of the Mails" and the case of "a train meeting with an accident" is given as an illustration of the rule. but it is impossible to suppose that

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that this was the only case to which the rule was to apply, and if not, it appears very properly applicable to the case which is the subject of this letter, viz the interruption caused by an unbridged river.

I have the honor to be

Sir,
Your most obedt Servt

Wm
Postmaster General.

CONSULTING ENGINEER'S OFFICE.

Railway Department.

No. 201.

From

Major H. L. Prendergast R.E.,
Consulting Engineer for Railways,

To

Colonel R. Carpenter R.E.,

Secretary to Government,

Public Works Department,

Fort Saint George.

Sir,

At the request of the Postmaster General,

Letter from Post
Master General
No 278 2727
4632
March 1871

I have the honor to submit the enclosed correspondence for the consideration and orders of Government.

Colonel Pears is desirous to know whether in the event of an interruption in railway communication, either owing to an accident, or to the non-completion of a bridge, the mails are to be carried across the river at the post and responsibility of the Railway Company, or of the Postal Department.

The

Submitted for
approval of the
Railway Committee
in the event of interruption
of the railway line, to the
carriers at the charge &
responsibility of the Railway
Company or the Post Office.

19th Feb 1871

Approved
19th Feb 1871

Submitted for
approval of the
Railway Committee
in the event of interruption
of the railway line, to the
carriers at the charge &
responsibility of the Railway
Company or the Post Office.

No 278 2727
4632
March 1871

The Agent of the Madras Railway quotes clause 20 of the Contract, and argues that the responsibility of the Company is confined to the conveyance of the mails by railway only, and that the Company does not therefore accept the responsibility of carrying the mails across the Coouya, or any other river when railway communication is destroyed; but Mr. Edwin adds that the Company will, at all such times, assist the Postal Department all the assistance in their power. Colonel Pons and the other board, points out that the Government of India have already decided in their

Proceedings dated 6th July 1866, that in the case of a mail train meeting with an accident it will be the duty of the Company to use all reasonable means for carrying on the mails just as for conveying passengers and goods.

2. I myself agree in opinion with the Master General, that a wider meaning is to be given to the responsibility of the Railway Company, than that intended by the Government of India

116 2
in para 16, viz. a mail train meeting with an accident. I would consider also, that the Railway Company is responsible for the transit through of the mails, so that in the case of an interruption on the line, which is a Railway contingency, it is the duty of the Company to use all reasonable means for carrying on the mails. Likewise, as the Railway Company is responsible for the transit through; the reasonable means for carrying on the mails, will be the transfer of the mails across the interrupted portion of the line.

Trains at present run through the beds of the Chygair, and Muggry rivers: it is hoped that communication may be kept up at the former, by temporarily bridging the gap, between the piers and the island wharf: but the Muggry river will probably be in flood within a month's time, and boats must then be resorted to, for the conveyance of passengers and

Madras
9th May 1871

Your most obedient servant
A. S. Hendy & Co. Majors, N.Y.

• *Eng. Remo. Engineers for Railways.*

Public Works Department
No 1429. 1429
Proceedings of the Madras Government
Under date the 25th May 1871.
Read the following

From the Consulting Eng^r for Railways - / Here enter Sⁿ 201 dated 9th May/71

For the reasons ex-
plained by the Consulting
Engineer the Government
considered that when Railway
communication across a river
is interrupted on a line which
has ^{and bridged} once been opened ~~and~~ ^{and} ~~is~~ ^{is} waiting
for thorough traffic the mails
should be conveyed on the
responsibility and at the
cost of the Company.

This I am not able to
 presume to be intended
 as a bribe like the Whiggy? There I think
 the Railway is the worst but the
 the bond for Railways. P.O. has the expense
 Public Department. be - s. depts to be 25/6/71. R.W.
 P.C. 2/6/71

Die 4 "Magnum" 1888-89

1894
RAILWAY DEPARTMENT

C/2126.

From
The Consulting Engineer
for Railways.

To
The Secretary to Government,
P. W. Department,
Fort St. George.

Dated 2^d May
Received 11th 1877.

No. 201.
June 7, 1911
June 14, 29-25, 1911

order of Genl. Nelson
to the make the car to
be carried across the
river at the point and
repacked in the
Company of the 1st Regt.

✓

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100

This image shows a blank, aged, cream-colored page, likely an endpaper or flyleaf from an old book. The paper has a slightly textured appearance with some minor discoloration and faint creases. A small, dark, irregular mark is visible near the top right corner. The left edge of the page shows the binding of the book, with some stitching or glue visible. The overall tone is warm and slightly yellowed, characteristic of old paper.

1871
Cost of 1871 Works.

PUBLIC WORKS.

1. *Highway Commissioning Co. for Railways*

Date

Recd.

G. O. 25 May 1871. No. 1429.

No. 41381439

*Witness & marked for
front track in
the covered area
responsibility of the
the Commission*